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Title: **Larchmont, Village of and Larchmont Village Department of Public Works Unit, Council 66, AFSCME, Local 1735 (1998)**

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Union: **Larchmont Village Department of Public Works Unit, Council 66, AFSCME**

Local: **1735**

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Larchmont, Village Of And Afsme
Council 66 Local 1735 (Dpw Unit)

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

LABOR AGREEMENT

between

VILLAGE OF LARCHMONT, NEW YORK

and

**COUNCIL 66 AND LOCAL 1735, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

covering

PUBLIC WORKS DEPARTMENT

for

JUNE 1, 1998 THROUGH MAY 31, 2001

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The Village of Larchmont, New York (hereinafter referred to as "the Village" or "the Employer," as the case may be) and Local Union 1735 and Council 66 of the American Federation of State, County and Municipal Employees (hereinafter referred to as "the Union") in order to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union and to recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community, hereby agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Village recognizes the Union as the sole and exclusive bargaining agent for all full-time permanent Employees of the Public Works Department, excluding the General Foreman, as shown on the original certification and whose job classifications are listed in Appendix "A" of this Agreement.

ARTICLE 2

UNION SECURITY

Section 1. The Village recognizes the form of Union security known as "Agency Shop." Present or future Employees who are not members of the Union, and who do not make application for membership within thirty (30) days after commencement of their employment, or in the case of present Employees, within thirty (30) days after the execution of this Agreement, shall as a condition of employment, have deducted from their wages for payment to the Union by the Village, an amount of money (to be called the "Agency Shop Fee") equal to the regular Union dues, as a contribution towards the administration of this Agreement. The Union shall be solely responsible to account to such Employees for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the Village harmless from all loss and liability, including, without limitation all costs of defense on account of any claim asserted by any person relating to the collection, disbursement or purposes for which such funds may or shall be used. Notwithstanding the foregoing, this section shall not be construed to prevent the Village Counsel from appearing or participating in any litigation to which the Village is a party. Deductions shall be made commencing on the first payroll following the end of the thirty (30) day period for application for membership.

ARTICLE 3

UNION DUES DEDUCTION

Section 1. The Village agrees to deduct from the paycheck of each Employee who has signed an authorization dues payment card the amount certified by an officer of the Union as Union Dues or Special Deductions. Deductions will be made from the payroll bi-monthly and the total dues collected will be delivered to the Treasurer of the Union within seven (7) days of such withholding. Said dues deductions will commence with the first full pay period following the date of adoption of this contract. In the cases of any change in the amount of dues deductions, (any increase in Union Dues) the Village shall be so notified of the change, and said changes will be deducted from the member's paycheck on the next following pay period following the notification of change.

The Union and the Employees who sign such dues deduction authorization cards, jointly and severally agree to indemnify and hold the Employer harmless against any claims, loss, liability and expense arising out of or in connection with such dues deduction and the use thereof by the Union.

ARTICLE 4

NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination because of age, sex, race, color, creed, political affiliation or Union membership.

ARTICLE 5

EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

Section 1. The Village shall give each present Employee, and to each Employee when he/she is hired, a copy of this Agreement.

ARTICLE 6

PROBATIONS

Section 1. A new Employee hired into the department from the outside shall be probationary for a maximum of six (6) months, and the Employer shall have the right to change his/her status to that of a permanent employee at any time after a period of ninety (90) days if he/she is found to be

qualified for his/her position or release him/her at any time if found to be unqualified. After said Employee becomes a permanent Employee, he/she shall attain seniority status, and his/her name shall be entered on the seniority list with his/her seniority dating from the date of hire.

ARTICLE 7

HOURS

Section 1. The regular working hours for Employees covered under these rules are as follows:

Regular Hours - 7:30 AM to 4:00 PM.

All personnel - work day - eight (8) hours.

Field Leaving Times - 11:50 AM** and 3:40 PM** (Regular Hours)
and 3:10 PM** (Summer Hours)

Leave the Yard Times - 7:30 AM and 12:30 PM to start work.

Summer Hours - 7:00 AM to 3:10 PM (from May 1 through September 30)

Coffee Breaks (2) *9:00 AM to 9:15 AM, *2:00 PM to 2:15 PM

Wash-up Time - 5 minutes (included above)

— One Laborer to be used part-time by Police Department.

General note: *Start time for these 15 minutes may be moved only by the General Foreman in special cases such as a concrete pour, etc. at his option.

** Allows Employees 5 minutes "travel time" to yard at noon and night and 10 minutes "tools away time" at night only.

When working over-time on snow, meal time will be "paid time" and Village will pay up to \$6.00 per Employee for the evening meal only.

ARTICLE 8

SENIORITY

Section 1. The seniority of all Employees on the seniority list shall commence with the date of

qualified for his/her position or release him/her at any time if found unqualified. After said Employee becomes a permanent Employee, he/she shall attain seniority status, and his/her name shall be entered on the seniority list with his/her seniority dating from the date of hire.

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General note:* Starting time for these 15 minutes may be moved only by the General Foreman in special cases such as a concrete pour, etc. at his option.

**Allows Employees 5 minutes "travel time" to the yard at noon and 10 minutes "tool away time" at night only.

When working overtime on snow, meal time will be "paid time" and Village will pay up to \$6.00 per Employee for the evening meal only

ARTICLE 8

SENIORITY

Section 1. The seniority of all Employees on the seniority list shall commence with the date of

the last hiring. The Union shall be furnished with a current listing setting forth, in order of seniority, each Employee's name, seniority number, effective hiring date and classification.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer-Employee relationship within the Public Works Department. The intent of the Grievance procedure shall be to settle Employee grievances on as low an administrative level as possible so as to ensure efficiency and maintain Employee morale.

Section 2. **Definition**

A grievance for purposes of this procedure shall be considered to be an Employee or Union complaint concerned with:

- (a) Discharge, suspension or other disciplinary action against an Employee covered by this Agreement.
- (b) Application and interpretation of the articles and section of this Agreement.

Section 3. **Time Extensions**

Time extensions beyond those stipulated in the Agreement following in this procedure may be arrived at by mutual agreements in writing of the parties concerned.

Section 4. **Procedure**

- (a) Any aggrieved Employee may use this grievance procedure with Union assistance.

Step Number 1

Any department Employee may, with a Union or other representative, discuss his/her grievance with his/her immediate supervisor, or at the level of the origin of the grievance. Such grievance must be filed within five (5) days of the events giving rise to the grievance.

Step Number 2

If the supervisor and the representative cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the aggrieved and his/her representative, and submitted to the executive head of the department within seven (7) days of the

aggrieved's discussion with his/her supervisor. The department head shall submit his/her decision in writing to the aggrieved Employee and his/her representative, if represented, within seven (7) calendar days of the receipt of the grievance.

Step Number 3

If the complainant and his/her representative are not satisfied with the decision rendered by the department head, he/she or his/her representative shall submit the grievance in writing to the Mayor within ten (10) calendar days of the receipt of the written response. The Mayor shall within ten (10) calendar days of the receipt of the written grievance, submit his/her decision in writing to the complainant and his/her representative.

Step Number 4

(a) If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party may submit it to an arbitrator within fifteen (15) calendar days after receipt of the Mayor's decision. The arbitrator shall be selected from a list supplied by the Public Employee Relations Board and shall be appointed in accordance with the then prevailing rules of that Board.

(b) The arbitrator shall have no authority to add to, enlarge upon, subtract from or in any way modify the terms of the agreement or make any recommendations thereto. The decision of the arbitrator shall be final and binding on all parties.

(c) It is understood and agreed that questions involving changes in the terms and provisions of this Agreement or the terms and provisions to be included in any subsequent Agreement and the Village's management functions (except as specifically relinquished or abridged by this Agreement) are specifically excluded from the grievance procedure or arbitration thereunder.

ARTICLE 10

OVERTIME AND PREMIUM

Section 1. The Village will endeavor to assign hours on as regular a basis as is consistent with work needs. The Union agrees that deviations to accommodate legitimate work objectives may be made by the Supervisor and the Village agrees to strive sincerely to confine such changes to real need, but otherwise to maintain the integrity of the basic established work shift.

Section 2.

(a) Over-time shall be paid at the rate of time and one-half, namely 1½ times the Employee's normal hourly base rate of pay, after either eight (8) hours in one day or after forty (40) hours in one

week.

Double time shall be paid for all work performed on Sundays. Over-time pay shall commence at the time Employees are called but not to exceed one-half hour more than time actually worked as an allowance for preparation and travel time.

(b) Over-time shall be paid at the rate of two times (2x) the base hourly rate of pay for work performed on the following days: Day after Thanksgiving, Christmas Day and New Year's Day.

Section 3. Any Employee called for emergency duty or called outside of his/her regularly scheduled shift shall be guaranteed a minimum of four (4) hours of over-time at the rate of emergency duty prior to the start of a normal work day. The Employee shall be allowed a reasonable time for breakfast after such emergency duty has commenced.

Section 4. All over-time shall be paid in the next pay period following the pay period in which it was earned. Over-time shall be assigned as equally as possible among Employees under this Agreement provided they have the skill and ability to do the work that may then be required.

Section 5. With the express consent of the Supervisor, the equivalent compensatory time-off may be taken in lieu of over-time pay if the Employee requests compensatory time.

ARTICLE 11

HOLIDAYS

Section 1. Employees shall be entitled to the following holidays with full pay for eight (8) hours:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Election Day |
| 4. Good Friday | 10. Veterans' Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Day after Thanksgiving Day |
| | 13. Christmas Day |

Section 2. The Board of Trustees, in its discretion, may designate additional days as paid non-work days for Village Employees and when deemed to be in the public interest, may designate any of the above holidays as work days, payment therefore to be made on an over-time basis.

Section 3. Holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the succeeding Monday. If work is performed on either Friday or Monday, as the case may be, premium compensation shall be at the normal over-time or

compensatory time rate, plus the holiday pay. If the work is performed on Saturday or Sunday, compensation shall be at the appropriate over-time rate of pay, plus the holiday pay. Work on other holidays shall be at time and one-half plus the holiday pay.

Section 4. In order to be eligible for a paid holiday, an Employee must be on the job and available for regularly scheduled work on the day preceding the holiday and the day following the holiday, even though such days may occur in a different week. If an Employee is on vacation or extended sick leave, such days shall be considered the same as being on the job and available for regularly scheduled work.

ARTICLE 12

VACATIONS

Section 1. All permanent Employees under this contract shall be entitled to the following paid vacation:

<u>Years of Continuous Employment</u>	<u>Vacation Days</u>
Less than one year	1 day per month
1 year but less than 5 completed years	12 work days
5 years but less than 10 completed years	18 work days
10 years but less than 15 completed years	24 work days
After 15 years	25 work days

Section 2. Vacation leave must be taken not later than the calendar year subsequent to the year when earned. Employee's length of continuous employment will be computed as of the Employee's anniversary date of employment in each year. An Employee who completes the time periods shown in Section 1 in any calendar year shall receive the stated amount of vacation in that calendar year and thereafter until he/she qualifies for additional vacation. In the first year of employment, the date of computing vacation entitlement shall be June 30.

Section 3. Vacation periods shall be granted, when practicable, on the basis of seniority. Vacation days to be taken during one calendar year must be scheduled by April 1st of that year in order to obtain preferential days on the basis of seniority. The Supervisor shall be responsible for scheduling vacation.

Section 4. Eligibility for vacation shall be computed from the date of employment.

Section 5. Upon termination of employment for any reason, Employees shall receive pro-rated vacation pay. Their vacation pay shall be prorated on the basis of the number of completed months of employment in their last calendar year as a fraction of twelve months, for example three-twelfths

for three months, five-twelfths for five months, etc. For purposes of vacation pay at termination, a day of pay shall mean eight (8) hours of pay at the Employee's hourly base rate of pay at the time of termination.

Section 6. Effective June 1, 1982 for all Employees hired after that date who reach ten (10) completed years of service, such Employees will receive twenty (20) working days of paid vacation leave.

ARTICLE 13

SICK LEAVE

Section 1. Absence from duty by an Employee of the Village by reason of sickness shall be allowed as provided in this article and not otherwise. Any such absence shall be considered and known as "Sick Leave."

Section 2. All permanent Employees shall be entitled to one (1) working day of sick leave with pay for each month of continuous employment. Probationary Employees shall not accumulate their sick leave until the completion of their probationary period, at which time they become entitled to accumulated sick leave based on their accumulated employment from their date of hire.

Section 3. An Employee who is unable to report for work because of non-job connected illness or injury shall notify his/her Supervisor at the earliest possible moment and, in any event, prior to or at the starting time on the first day of such absence.

Section 4. All paid sick leave must be approved by the Supervisor, who may require such medical certificate or medical examination as he/she deems necessary. Supervisors shall require a doctor's certificate or medical examination as he/she deems necessary. Supervisors shall require a doctor's certificate for the third and subsequent days of absence. Repetitive absences on the day immediately prior to or subsequent to a non-working day shall be grounds for disciplinary action.

Section 5. There shall be unlimited accumulation of unused sick leave. In the event of termination of employment of any Employee, his/her accumulated sick leave time shall be canceled and not paid for.

Section 6. All days of sick leave not taken may be accumulated by the Employee in question and as so accumulated may be applied by him/her, at the time of his retirement, at his/her then rate of compensation, toward the purchase of medical insurance in accordance with Section 167-5 of the Civil Service Law of the State of New York.

Section 7. Credit for sick leave shall be earned by an Employee only when on the job and working or on a regularly scheduled vacation. No sick leave shall accrue while an Employee is absent

on Worker's Compensation. Special cases shall be referred to the Board of Trustees for any exemption from this policy.

Section 8. Between January 1st and December 31st of each respective calendar year, each Employee shall receive one (1) additional day of sick leave credit for each total of three (3) consecutive months of unused sick leave in that calendar year. This means that a maximum of four (4) additional days of sick leave may be earned by any Employee who does not use paid sick leave during the respective calendar year.

ARTICLE 14

WORKER'S COMPENSATION - ON THE JOB INJURY

Section 1. Each Employee will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees that an Employee eligible for Worker's Compensation will receive for an accumulated period of four (4) months during any one year for any one or more injuries, in addition to his/her Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular straight time weekly income based on a regular work week. Each full-time employee and each probationary Employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave for the difference between the weekly benefits under Worker's Compensation and his/her regular salary.

ARTICLE 15

LONGEVITY PAY

Employees shall be entitled to annual payments based on length of service with the Village Public Works Department upon the following basis:

Section 1. Effective June 1, 1994:

(a) Employees with over five (5) years of service but less than ten (10) completed years of service as of their anniversary date of employment in any year will receive a payment of \$200.00 in that calendar year and thereafter until they complete ten (10) years of service.

(b) Employees with over ten (10) years of service but less than fifteen (15) completed years of service as of their anniversary date of employment in any year will receive a payment of \$500.00 in that calendar year and thereafter until they complete fifteen (15) years of service.

(c) Employees with fifteen (15) years of service but less than twenty (20) completed years of

service as of their anniversary date of employment in any year will receive a payment of \$550.00 in that calendar year and thereafter until they complete twenty (20) years of service.

(d) Employees with twenty (20) years of service or more as of their anniversary date of employment in any year will receive a payment of \$600.00 in that calendar year and thereafter in each calendar year.

Section 3. Effective 6/1/84 all longevity payments earned in any fiscal year shall be paid in the first payroll on or after December 1st in that fiscal year in one lump sum payment.

ARTICLE 16

JURY DUTY

Section 1. An Employee will suffer no loss of pay because of time served on jury duty. An Employee who serves on jury duty shall reimburse the Village in the amount of compensation received for such jury duty, excluding travel expense.

ARTICLE 17

FUNERAL LEAVE

Section 1. In order to permit participation and attendance at funeral services for a member of the immediate family of an Employee, a leave of absence without loss of pay shall be granted to the Employee not to exceed three (3) consecutive days.

Section 2. For purposes of this policy, the term "immediate family" shall be defined as: spouse, child, father, mother, mother-in-law, father-in-law, brother or sister.

Section 3. Leave of absence without loss of pay not to exceed one (1) day will also be granted for the death of any other relative of the Employee.

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

Upon request to the Mayor and Board of Trustees, an Employee may, if deemed to be in the best interest of the Village and/or the Employee, be granted by the Mayor and Board of Trustees an unpaid leave of absence for a period not to exceed one year for such reasons not limited to child rearing leave, child adoption leave or educational leave.

All leaves of absence without pay shall be requested in writing as far in advance as possible stating the reason for the leave and the time requested. A decision on the request shall be furnished in writing by the Mayor and Board of Trustees within twenty (20) days of receipt of each request.

Upon return from such leave, the Employee shall be reinstated to the same or comparable position for the salary of the position then in effect.

Such leave of absence shall be without pay or other Employee benefits. Seniority shall be retained but will not accrue during such leave. The time while on unpaid leave of absence will not be counted in computing service time for vacation, sick leave, longevity or similar purposes. If an Employee wishes to continue to be covered by any group benefit plan, he/she may do so at his/her own cost. Leaves of absence for reasons of illness or to assume a post with the State Union shall not be denied.

ARTICLE 19

UNION BUSINESS LEAVE

Section 1. The Village will recognize one Employee designated by the Union for the purpose of handling grievances, and time so spent shall be without loss of pay.

Section 2. The Village will permit time-off with pay for not more than two Employees elected to attend biennial conventions of the international Union and Council 66, and such Employees shall be allowed a maximum of three (3) days off without loss of time or pay to attend such conventions.

ARTICLE 20

UNIFORMS AND CLOTHING

Section 1. Uniforms shall be provided to Employees during working hours. Uniforms are to be worn by Employees only when on the job and working.

Section 2. The Village shall provide to each Employee a shoe allowance of \$150 effective June 1, 1996. The allowance shall be made available to each Employee in July of each year.

ARTICLE 21

INSURANCE AND PENSIONS

Section 1.

(a) The Village shall continue in effect the present medical and hospitalization insurance plan known as the Empire Plan Core plus Enhancements or a plan providing comparable benefits.

(b) Effective June 1, 1990, all Employees hired after this date shall be required to contribute toward the cost of the medical and hospitalization insurance for the first four years of their employment with the Village. Upon completion of an Employee's fourth year of employment, the Village shall assume the total cost of medical and hospitalization insurance until retirement.

Employees shall contribute 25% of the premium cost for such coverage. Contributions shall be made through payroll deductions administered by the Village.

Section 2. It is mutually understood and agreed that all Employees in the bargaining unit shall be provided the retirement benefits provided for by the New York State Retirement Law Section 75-g plus the improved death benefit provided by Section 60-b and application of unused sick leave provided by Section 41-j. Effective 6/1/85, the Village shall adopt by resolution Section 75-I of the New York State Employees Retirement System (20 year career plan).

Section 3. The Village shall provide annually an allowance to each Employee toward the Employee's expense for dental insurance. The allowance shall be paid in July of each year. Effective June 1, 1995, the amount of the allowance shall be \$625.00. Effective June 1, 1999, the amount of the allowance shall be \$675.00. Effective June 1, 2000, the amount of the allowance shall be \$725.00.

Section 4. Effective June 1, 1998, Employees who provide notice to the Village Treasurer by May 1st of any year that they have obtained health insurance coverage through a source other than the Village and waive their coverage for a consecutive twelve month period shall receive a payment of \$1,500 for waiving individual coverage and \$2,500 for waiving family coverage.

ARTICLE 22

SAFETY COMMITTEE

Section 1. The Employer and the Union agree jointly to establish a Safety Committee consisting of one (1) member representative of the Employer and one (1) member representative of the Union.

Section 2. The Employer will provide the necessary safety equipment as agreed upon by the

Safety Committee, including rain gear, gloves, safety glasses and work shoes to properly protect the Employees from inclement weather and hazardous job conditions.

Section 3. Consistent with the current practice, the Village shall reimburse the Village's mechanics for tools which are lost or broken without negligence on the part of the mechanic.

ARTICLE 23

NEWSPAPER PICK-UP

Section 1. Management is engaged in a newspaper collection program with the Joint Sanitation Commission. For the majority of the time, newspapers are scheduled to be picked up either by the Sanitation men or other Employees of the Joint Sanitation Commission.

Section 2. In some case (such as weeks with holidays in them or times of other emergencies) management reserves the right to require that the Public Works Department pick up part or all of the newspaper products, the extent and frequency of which shall be the sole determination of the management.

Section 3. When Public Works Employees are so assigned, they will be given two (2) hours off with pay from their normal shift at the end of the day on that particular occasion. This means that the crew or crews picking up newspapers will be allowed to go home at 2:00 p.m., unless over-time is required, and if required such over-time shall commence at 2:00 p.m. The total size of the Public Works crew shall not be less than eight (8) Employees on each occasion. Newspaper pick-up shall be performed by equally rotating full-timers by seniority.

Section 4. In the event an Employee in the rotation is needed for his/her regular job duties by the Employer due to an emergency on his/her paper pick-up day, that Employee will be placed on the next scheduled paper pick-up crew. If due to emergency situation(s), an Employee does not receive the number of newspaper pick-up turns he/she otherwise would have during the course of a calendar year, he/she will be given two (2) hours compensation time off at the end of the calendar year for each turn he/she was not given.

Section 5. If Village management should determine that it is no longer economical to the Village to continue the picking up of newspapers by Public Works employees, this entire article shall become null and void after one weeks' written notice by the Village to the Union.

ARTICLE 24

DISCIPLINE AND DISCHARGE

Section 1. It is agreed that nothing herein shall in any way prohibit the employer from discharging or otherwise disciplining any Employee, regardless of his/her seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of Village property, insubordination, failure to report for work, and negligence in the performance of duties.

Section 2. In the event that a discharged Employee feels that he/she has been unjustly dealt with, said Employee or the Union shall have the right to file a complaint, which must be in writing, with the Employer within two (2) work days from the time of discharge or discipline. Said complaint will be treated as a grievance subject to the grievance proceedings herein provided. If no complaint is filed within the time specified, the discharge shall be deemed to be absolute.

Section 3. Upon the written request of either the Village or the Union, a meeting will be held to discuss disciplinary action. Such meetings will be held within seven (7) calendar days of receipt of the request.

ARTICLE 25

MANAGEMENT RIGHTS

Section 1. The Village retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

Section 2. The Union recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency is solely the responsibility of the Village. The Union further recognizes that these rights include, but are not limited to, the right of the Village to direct its work force, to make all decisions as to the operation of the Village system and its work force, including, but not limited to, the increase and/or decrease in the work force, discipline and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement, and the failure to assert any of these rights shall not be deemed to be a waiver thereof.

ARTICLE 26

VALIDITY CLAUSE

Section 1. Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable, by a court of competent jurisdiction or by the decision of an

authorized governmental agency, such invalidation of any part or portion shall not invalidate the remaining portions thereof, which remaining provisions of the Agreement shall continue in full force and effect.

ARTICLE 27

UNION BULLETIN BOARD

Section 1. The Village shall designate one bulletin board for the purpose of posting notices concerning Union business and activities. A copy of such notice shall be given to the Employer.

ARTICLE 28

PERSONAL LEAVE

Section 1. A total of three (3) personal days off with pay shall be granted to Employees, upon request. Except in emergencies, the request shall be made not less than twelve (12) hours prior to the requested day or days of absence.

ARTICLE 29

PROMOTIONS AND TRIAL PERIOD

Section 1. Any advancement of an Employee from a position in one title to a position in another title for which a higher maximum rate of pay is prescribed, shall be deemed a promotion. The employer shall make the promotion on the basis of qualifications, ability and seniority.

Section 2. When a promotional vacancy occurs, the Union shall be notified in writing and that notice shall set forth the job title and prerequisite qualifications for the position. The notice shall be posted for a minimum of ten (10) working days before the vacancy is filled by the Employer. The Employer shall fill the vacancy from the Employees who apply and qualify. The Employer shall have the right to determine the qualifications of all applicants and make the promotion of the selected Employee.

Section 3. In the event that during the first sixty (60) days, the trial period, the Employer decides that the Employee is not qualified for the position, or if the Employee wishes to withdraw from the position, he/she shall be restored to his/her original position. If the Employer determines, in less than sixty (60) days that the Employee is qualified, the Employer may make this position permanent.

ARTICLE 30

GENERAL PROVISIONS

Section 1. Loss of Seniority - Where the recall of a laid-off Employee is under consideration, or in determining which Employees in the same classification are to be laid off, the Employer will take into account the following factors:

(a) Length of continuous service.

(b) Ability to perform the work required, which includes skill and efficiency. Length of continuous service shall be the governing factor, except when the Employee with the longer length of service does not, in the judgment of the Employer, have the ability or the physical qualifications to perform the available job in a satisfactory manner.

Seniority is the period starting from the last date when the Employee is hired. Any Employee shall cease to have seniority and Employee status and shall be removed from the seniority list if he/she:

(a) Quits

(b) Is discharged for cause.

(c) Does not return to work within three (3) days after being recalled or fails to make arrangements with the Village for his/her return.

(d) Accepts work while on leave of absence.

(e) Overstays a leave of absence without permission of the Employer.

(f) Gives false reason for obtaining leave of absence.

(g) Is laid off for a period of six (6) months or more.

(h) Falsified statements on his/her application for employment, or omitted information.

Upon execution of this Agreement, and at six-month intervals thereafter, the Employer shall submit to the Union in writing a list of Employees with their seniority standing. Any exception to this list shall be handled as a grievance and must be submitted within five (5) working days of receipt of the list except that exception to the original list under this contract must be submitted within five (5) working days of receipt of the list except that the exception to the original list under this contract must be submitted within ten (10) working days of receipt of the list. Otherwise, the list as submitted shall be final and binding upon both parties and the Employees.

Section 2. Temporary Classification Assignments - If an Employee is temporarily placed in a lower classification than that in which he/she is regularly assigned, no reduction in pay will be effected. If an Employee is temporarily placed in a higher classification than that in which he/she is regularly assigned, the affected Employee shall be paid at the rate of the higher classification for all time spent on the assignment.

Section 3. Temporary Employees - Temporary Employees may be hired for a period not to exceed six (6) months in any fiscal year. Temporary Employees shall not be entitled to receive fringe benefits or seniority.

Management agrees that they will respect Union seniority, and present members doing any job such as driving will not be "bumped" to a lower job such as shoveling in order to give up their jobs to temporary help. No Union will be denied over-time to permit a temporary man to work his/her shift instead. Priority will be given to the full-time Employee on a seniority or equalizing basis to equally distribute the over-time where possible.

The Union Chairman will be notified of each occasion where temporary help is to be hired.

The above paragraphs do not limit the hiring of summer help or the use of contractors.

Section 4. Reinstatement of Veterans Law - The re-employment rights of Employees and probationary Employees will be governed by applicable laws and regulations.

A probationary Employee who is drafted into the Armed Forces must complete his probationary period, and upon his return to employment and completing it, will have seniority equal to the time he spent in the Armed Forces.

Section 5. Union Access to the Premises - A duly authorized officer or representative of the Union shall have the right to visit the Employer's premises during business hours for the purpose of investigating grievances and determining whether provisions of this Agreement are being observed. On any such visit, the Union officer or representative shall first apply at the department office, and he/she shall in no way interfere with normal operations.

Section 6. Prior Benefits - Prior benefits which may have been overlooked in arriving at this contract shall be discussed between representatives of the Employer and the Union and may thereafter be continued in force by agreement of the parties.

Section 7. Embodiment of Agreement - This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of Employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

Section 8. Job Specifications - The Village agrees to supply to the Union job specification's outlining the general duties of Employees by their respective job classifications no later than June 1, 1984.

Section 9. No-Strike or Aid to Other Unions - The Union stipulates that during the term of this

Agreement it shall not induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism by the Employees of the Bargaining Unit. The Employer stipulates that it shall not authorize, encourage, or induce the same nor lock out the Employees.

The Employer agrees that it shall not aid, promote or finance any labor group or organization which purports to engage in collective negotiations for Employees of the Bargaining Unit or make any agreement with any such group or organization whose purpose would be to disrupt this contract and Local #1735.

Section 10. Stewards and Alternate Stewards -

(a) The Employees shall be represented by one (1) steward who shall be a regular Employee. In the absence of the steward, an alternate may be appointed by the Local Chapter Chairman.

(b) The steward, during his/her working hours, without loss of time or pay, may investigate and present grievances of Employees to the Employer.

Section 11. Tardiness and Leaving Early - All regular full-time Employees are expected to be at their jobs promptly at the time scheduled for the work day to begin and to remain until closing.

Section 12. Training Program - For the purpose of developing promotional skills and ability, the Village will make available to the Employees equipment and supervision during the lunch period and for one hour after completion of the regular work day.

Section 13. Disabled Employees and Jobs Dangerous to Health - The Employer shall make every effort to place Employees, who through physical sensitivity, or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

ARTICLE 31

SALARY ADMINISTRATION

Section 1. The classifications and wage schedules in effect on May 31, 1986 shall be continued during this Agreement except that the wage scale shall be adjusted as follows:

Effective 6/1/98: 3.25% annual increase

Effective 6/1/99: 3.0% annual increase

Effective 6/1/00: 3.0% annual increase

The rate per hour of wages and salaries shall be computed by dividing the total base wage or

salary in any one fiscal year by the number of regularly scheduled work hours in that same fiscal year, on the basis of an eight (8) hour work day and a fifty-two (52) week work schedule.

Section 2. Effective June 1, 1995 all new Employees hired to the position of laborer shall be paid under the wage schedule entitled Laborer B.

Section 3. Deferred Compensation

The Village will use best efforts to implement a deferred compensation plan within six (6) months of the execution of the memorandum of agreement.

ARTICLE 32

DURATION

Section 1. This Agreement shall be effective as of the 1st day of June 1998 and shall continue in full force and effect until the 31st day of May 2001. It shall automatically be renewed from year-to-year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred and twenty (120) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination is provided to the other party in the manner set forth in the following paragraph:

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 2. It is understood and agreed by both parties that the economic benefits conferred by this Agreement are subject to the applicable provisions of the law and to the appropriations of funds by the Village of Larchmont, New York. The Mayor, subject to the Budget Hearing and the final adoption of the Village Budget, shall enter into this Agreement with the Union.

Section 3. IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures.

THE VILLAGE OF LARCHMONT

Dated: _____

c:\larchmont\dpw negotiations\contract 6-98 - 5-01

THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO AND
COUNCIL 66

William Mason Council 66
John Ferrara
Allen Vanden
Anthony J. Buccione

Dated: _____

SALARY SCHEDULE "A"
PUBLIC WORKS DEPARTMENT

6/1/98 TO 5/31/99

3.25%

<u>Title</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Max.</u>	<u>Increment</u>
Asst. Gen. Foreman	43,030	43,505	43,980	44,455	44,930	475
Labor Foreman	42,020	42,500	42,980	43,460	43,940	480
Auto Mech Foreman	42,020	42,500	42,980	43,460	43,940	480
Heavy Duty MEO	38,100	38,535	38,970	39,405	39,840	435
Motor Equip Operator	37,230	37,625	38,020	38,415	38,810	395
Maintenance Man-Carpenter	37,230	37,625	38,020	38,415	38,810	395
Park Groundsman	37,230	37,625	38,020	38,415	38,810	395
Auto Mechanic	37,230	37,625	38,020	38,415	38,810	395
Laborer A	35,940	36,310	36,680	37,050	37,420	370
Laborer B	27,470	29,040	30,610	32,180	33,750	1,570
Caretaker	37,890	38,240	38,590	38,940	39,290	350

SALARY SCHEDULE "A"
PUBLIC WORKS DEPARTMENT

6/1/99 TO 5/31/00

3.0%

<u>Title</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Max.</u>	<u>Increment</u>
Asst. Gen. Foreman	44,320	44,810	45,300	45,790	46,280	490
Labor Foreman	43,280	43,775	44,270	44,765	45,260	495
Auto Mech Foreman	43,280	43,775	44,270	44,765	45,260	495
Heavy Duty MEO	39,255	39,700	40,145	40,590	41,035	445
Motor Equip Operator	38,355	38,760	39,165	39,570	39,975	405
Maintenance Man-Carpenter	38,355	38,760	39,165	39,570	39,975	405
Park Groundsman	38,355	38,760	39,165	39,570	39,975	405
Auto Mechanic	38,355	38,760	39,165	39,570	39,975	405
Laborer A	37,005	37,390	37,775	38,160	38,545	385
Laborer B	28,285	29,905	31,525	33,145	34,765	1,620
Caretaker	39,030	39,390	39,750	40,110	40,470	360

SALARY SCHEDULE "A"
PUBLIC WORKS DEPARTMENT

6/1/00 TO 5/31/01

<u>Title</u>	<u>Minimum</u>	<u>3.0%</u>			<u>Max.</u>	<u>Increment</u>
		<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
Asst. Gen. Foreman	45,650	46,155	46,660	47,165	47,670	505
Labor Foreman	44,580	45,090	45,600	46,110	46,620	510
Auto Mech Foreman	44,580	45,090	45,600	46,110	46,620	510
Heavy Duty MEO	40,430	40,890	41,350	41,810	42,270	460
Motor Equip Operator	39,515	39,930	40,345	40,760	41,175	415
Maintenance Man-Carpenter	39,515	39,930	40,345	40,760	41,175	415
Park Groundsman	39,515	39,930	40,345	40,760	41,175	415
Auto Mechanic	39,515	39,930	40,345	40,760	41,175	415
Laborer A	38,120	38,515	38,910	39,305	39,700	395
Laborer B	29,130	30,800	32,470	34,140	35,810	1,670
Caretaker	40,205	40,575	40,945	41,315	41,685	370